

Administrative Notice

APHIS 99-4

9/3/99

TEMPORARY CHANGE IN DUTY STATION (ALTERNATE DUTY LOCATION)

1. PURPOSE

APHIS strongly supports policies that allow for the appropriate balance between a family-friendly workplace and an environment focused on mission-related results and cost-efficiency. Under *exceptional* circumstances, APHIS may permit the temporary designation of a change in duty station to an alternate duty location to accommodate employee needs. This Notice establishes the criteria that will apply in the rare instances that the Agency will allow such a change in an employee's official duty station.

The term "Temporary Change in Duty Station (alternate duty location)" means that an employee's official work station is changed from the geographic location traditionally associated with his/her job to a new location, which could range from federally owned or leased space in a new geographic location (city/town, county, or State) to, in rarer cases, an individual's home. This Notice addresses those changes in duty station that are based on an individual's request to accommodate a personal situation.

2. ELIGIBILITY

All permanent non-supervisory employees who voluntarily request to change their official duty station to an alternate duty station and who meet the criteria are eligible to apply.

This Notice does **NOT** apply to:

- a. Participants in the Flexiplace Program, who are required to alternate days between their official duty station and their private residence/and or Agency designated satellite area in their local area.
 - b. Field Employees, (e.g., Field Veterinarians, Biological Technicians, IES Investigators) whose private residence is their duty station. These employees are often in the field traveling from various locations to perform their duties and work out of their homes to prepare reports, correspondence, receive messages, etc., and do NOT report to a federally owned or leased facility.
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Distribution: APHIS

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Originating Office: HR-
EPC

- c. Foreign Service Employees.

3. PROCEDURES

These procedures apply to all employees including those previously approved for a change in duty station.

- a. Requests for a Change in Duty Station must be documented with:
 - (1) SF-52, Request for Personnel Action.
 - (2) Written Justification.
 - (3) Memorandum of Understanding signed by the employee, his/her supervisor, and Deputy Administrator/Program Director (Attachment 1).
- b. Requests must be approved by the employee's Deputy Administrator or Program Director (submitting the request) prior to being submitted to the APHIS Associate Administrator. If approved, the Associate Administrator will return the packet to the appropriate Deputy Administrator or Program Director who will then forward the packet to the Servicing Personnel Office. If NOT approved, the Associate Administrator will return the packet to the appropriate Deputy Administrator or Program Director.
- c. The employee assumes all costs of the move to and from the temporary duty station.
- d. Individuals approved prior to the date of this Notice who do not meet the criteria will be given directed reassignment letters to return to a traditional duty location associated with their position no later than one year from the date of the determination. The Agency will assume the costs of relocation for those individuals who were approved prior to this Notice but subsequently do not meet the criteria.
- e. The written justification must include:
 - (1) Mission-related benefit(s) to APHIS.
 - (2) Cost-benefit analysis (including travel expenses, equipment, etc.)
 - (3) Supervisor's certification that the position is a demonstrated hard-to-fill position, and the technical expertise is critical to the Agency's mission.

- (4) Supervisor's certification that the duties of the position are portable and that changing the employee's duty station will NOT adversely affect other employees.
- (5) A statement that the request is TEMPORARY and that procedures are in place for monitoring the employee's work assignments.

Supervisors will assess the effectiveness of the arrangement during midyear performance reviews to ensure that organizational needs are being met and the arrangement should be continued. If a determination is made that organizational needs are not being met, the arrangement will be terminated. ALL requests which are approved must be resubmitted annually to the Associate Administrator to ensure the criteria continue to be met.

Employees are advised to consider the requirement as they plan living arrangements at the temporary location. The Agency will have no liability and will not pay any costs, such as the purchase or rental of housing or educational expenses, should the employee be required to return to the traditional duty location.

4. INQUIRIES

Questions may be directed to Ms. Carmen Queen-Hines or Mr. Ira Johnson, Jr.,
Employment and Classification Policy Branch, Human Resources, on 301-734-6466.

This Notice is available on the MRPHR home page at www.aphis.usda.gov/mb/mrhr and the Information Technology library at www.aphis.usda.gov/library.

Michael C. Gregoire
Acting Deputy Administrator
MRP Business Services

Attachment

**MEMORANDUM OF AGREEMENT
BETWEEN
PROGRAM
AND
EMPLOYEE**

This document describes the terms and conditions of work, related to the request of Employee's name to change his/her official duty station to city, State. The employee assumes all costs of the move to the new duty station.

The request to change the official duty station is for a temporary period not to exceed one year and must be resubmitted annually.

Voluntary Participation

Employee's name voluntarily agrees to work at an Agency-approved official duty station city, State and to follow all applicable policies and procedures. Employee's name recognizes that the change has been initiated at his/her request.

Time Period

Employee's name and APHIS- PROGRAM agree to continue this arrangement until either party requests cancellation. If the employee's performance declines or if the arrangement fails to benefit organizational needs, the Agency may terminate this arrangement and change the official duty station to city, State at any time. The request to change the official duty station is for a temporary period and will be reviewed at the midyear performance appraisal as well as require annual approval by the Associate Administrator.

Pay, Work Schedule, and Benefits

All pay and entitlements are based on the official duty station, city, State.

If the employee also requests a change in work schedule, the tour of duty must be documented on the SF-52, Request for Personnel Action. If the new work schedule is less than full time, leave accrual will be pro-rated and will be based on the employee's work schedule.

Time and Attendance

The employee will submit a biweekly work schedule and time and attendance report to the timekeeper. The supervisor will certify the biweekly time and attendance report.

The employee agrees to follow established office procedures for planning, requesting, and obtaining approval of leave. Requests for leave will be sent to the supervisor in writing.

The employee agrees to work overtime/compensatory time only when requested and approved in advance by the supervisor.

Work-Related Travel

The employee and the AGENCY agree that the employee may be requested to return to city, State on an as needed basis for consultation, briefings, meetings, etc., necessary for the successful initiation and or resolution of projects.

The AGENCY agrees to pay all work-related travel expenses.

Employee Responsibilities

The employee agrees to:

- Complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to the guidelines and standards in the employee's performance plan.
- Have work assignments monitored for quality and quantity.
- Protect Agency records/documents from unauthorized use or damage and comply with the requirements of the Privacy Act of 1974, 5 U.S.C. 552a..

Equipment, Supplies, Utilities, and Services

The employee agrees to protect any Government-owned equipment and to use the equipment only for official purposes.

The AGENCY will provide an FTS2000 Calling Card for the purpose of making work-related long distance telephone calls.

The supervisor may authorize the installation of a Government telephone line, if applicable. The request must be submitted to the Information Technology community and specify if primary usage will be voice or data, average length of calls, and the average number of calls made per day. The telephone will be restricted to local and 800 calls ONLY.

The AGENCY will not be responsible for operating costs, maintenance, or any other incidental costs (e.g., utilities) associated with the use of the official duty station.

Liability

The AGENCY will not be liable for damages to an employee's personal or real property during the course or performance of official duties or while using Government-owned equipment in the employee's residence, except to the extent the AGENCY is held liable by the Federal Tort Claims Act or claims arising under the Military Personnel and Civilian Employees Claims Act.

Injury Compensation

The employee will be covered under the Federal Employee's Compensation Act if injured at his/her official duty station during duty hours. The employee agrees to follow Agency procedures concerning the reporting of injuries or accidents at the official duty station.

Adverse/Disciplinary Actions

The AGENCY is not precluded from taking appropriate disciplinary or adverse action against the employee should he/she fail to comply with the provisions of this agreement.

Employee's Signature and Date

Supervisor's Signature and Date

Deputy Administrator/Director's Signature
and Date

APHIS Associate Administrator's Signature
and Date